

AG Contract No : KR03-0657TRN  
ADOT ECS File No : JPA 03-027-Amendment ONE  
Project No.: CM\*060-B(001)A  
Section: US 60 – 83<sup>rd</sup> Avenue ~ Peoria Avenue  
TRACS No.: H5900 01D  
Budget Source Item No.: 74605

AMENDMENT NO. ONE (1)

INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF PEORIA

THIS AGREEMENT is entered into June 17, 2005, Amendment ONE to JPA 03-027, AG Contract No : KR03-0657TRN, filed 09 October, 2003, filed with the Secretary of State under No. 26373, pursuant to Arizona Revised Statutes § 11-951 through § 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PEORIA, ARIZONA, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

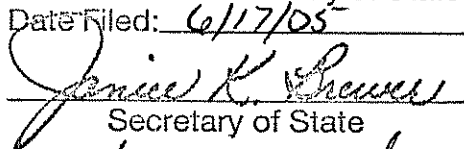
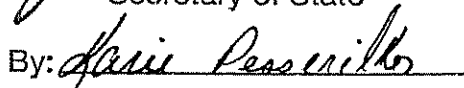
1. The State is empowered by Arizona Revised Statutes § 28-401 and § 28-334 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 9-276 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

The purpose of this Amendment is to add funding in an amount of \$40,000.00 in Fiscal Year 2005 for the design revision requested by the State / Arizona Department of Transportation (ADOT) for the construction of improvements and enhancements in certain areas on Highway 60 (Grand Avenue) from milepost (MP) 150.5 to MP 150.7.

THEREFORE, Agreement JPA 03-029 is AMENDED by the parties and agreed to herein as follows:

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NO. 26373  
Filed with the Secretary of State  
Date Filed: 6/17/05  
  
Secretary of State  
By: 

Paragraph I.8 is added in full as follows:

8. The estimated costs for design revision of the project is as follows:

**TRACS No. H5900 01D**

Federal Aid Funds @ 100%

\$40,000.00

**Total Estimated Design Revision Cost of the project**

**\$40,000.00**

**II. SCOPE OF WORK**

1. The City shall:

a. Upon execution of this Agreement and award of the design contract for the project, provide the State documentation showing the design revision work(s) for the project has been awarded and a detailed invoice which include proof to show that the work(s) will be and / or has been performed, billing statement and/or proof to show that the cost(s) has been paid and other related supporting documentation for reimbursement. The total reimbursed amount shall not exceed \$40,000.00.

2. The State shall:

a. Upon execution of this Agreement and receive from the City, an approval of the awarded design contract documentation and detailed invoice, remit to the City for the actual design cost pursuant to this Agreement, up to the amount not to exceed \$40,000.00.

**III. MISCELLANEOUS PROVISIONS**

Paragraph III.3 is deleted and replaced in full as follows:

3. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

Paragraph III.5 is deleted and replaced in full as follows:

5. The terms, conditions and provisions of this Agreement shall remain in force and effect until completion of said project and related reimbursement and/or payments; provided herein. However, any provisions for maintenance shall be perpetual, unless assumed by another competent entity. Further this Agreement/Amendment may be canceled at any time prior to the award of the project design contract, upon thirty-days (30) written notice to the other party. It is understood and agree that, in the event this Agreement/Amendment is terminated by the City, the State shall in no way be obligated to maintain the said project.

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Paragraph III.11 is deleted and replaced in full as follows:

11. Pursuant to Arizona Revised Statutes, Section 11-952 (D), attached hereto and incorporated herein, is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this Agreement and that the Agreement is in proper form.

**EXCEPT AS AMENDED** herein, all other terms and conditions of the original Agreement remain in full force and effect

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IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF PEORIA, ARIZONA


STATE OF ARIZONA  
Department of Transportation

By \_\_\_\_\_  
JOHN C. KEDGAN  
Mayor

By \_\_\_\_\_  
SUSAN TELLEZ  
Contract Administrator

ATTEST

By \_\_\_\_\_  
MARY JO KIER  
City Clerk




G: 03-027-Peoria-Amendment ONE  
14Feb/22Feb2005-IH

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JPA 03 – 027  
AMENDMENT ONE

APPROVAL OF CITY OF PEORIA ATTORNEY

I hereby state pursuant to A.R.S. § 11-952(D) that I have reviewed the proposed Intergovernmental Agreement, between the State of Arizona (i.e., Department of Transportation) and the City of Peoria, and declare the agreement to be in proper form and within the powers and authority granted to their respective governing bodies under the laws of the State of Arizona.

 5-25-05  
\_\_\_\_\_  
Stephen M. Kemp Date  
City Attorney

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# City of Peoria

8401 West Monroe Street, Peoria, Arizona 85345

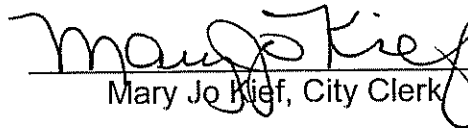
## CERTIFICATE OF RECORDING OFFICER

STATE OF ARIZONA       )  
  ) ss.  
COUNTY OF MARICOPA )

I, the undersigned, Mary Jo Kief, being the duly appointed, qualified and acting City Clerk of Peoria, Maricopa County, Arizona, do hereby certify that the attached document, Resolution No. 05-73, was approved by the Mayor and Council at the Special City Council Meeting held on May 24, 2005. I further certify that this is a true and exact copy of the original Resolution No. 05-73 on file and of record in the Office of the City Clerk.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said City of Peoria this 3<sup>rd</sup> day of June, 2005.



  
Mary Jo Kief, City Clerk

RESOLUTION NO. 05-73

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, ARIZONA, ADOPTING A RESOLUTION APPROVING AMENDMENT ONE (1) TO THE INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR REIMBURSEMENT OF FEDERAL FUNDS FOR DESIGN OF THE PEORIA PEDESTRIAN AND SAFETY IMPROVEMENTS ALONG GRAND AVENUE FROM 83<sup>RD</sup> AVENUE TO PEORIA AVENUE.

WHEREAS, the City of Peoria Mayor and City Council are authorized by Title 9, Chapter 2, Article 4, Section 9-276 (1) to lay out and establish or otherwise improve streets, alleys, avenues, sidewalks, etc. and by Title 11, Chapter 7, Section 11-951 *et seq.* to enter into intergovernmental agreements with other governing bodies for services or joint exercise of powers; and

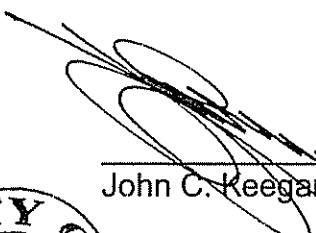
WHEREAS, the City desires to enter into amendment one (1) to the intergovernmental agreement with the State of Arizona for the reimbursement of funds for the use and benefit of the City for design of the Peoria Pedestrian and Safety Improvements along Grand Avenue from 83<sup>rd</sup> Avenue to Peoria Avenue; and

WHEREAS, the City is willing in order to obtain such federal funds for the design of the Peoria Pedestrian and Safety Improvements to provide City matching funds; and

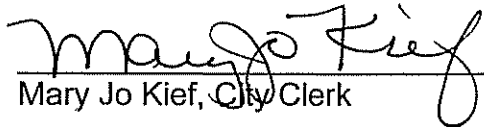
WHEREAS, by the City entering into Amendment One (1) to the intergovernmental agreement with the State of Arizona the public interest will best be served.

THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Peoria, Arizona approves and adopts this Resolution to enter into amendment one (1) to the intergovernmental agreement with the State of Arizona for the reimbursement of federal funds for design of the Peoria Pedestrian and Safety Improvements along Grand Avenue from 83<sup>rd</sup> Avenue to Peoria Avenue.

PASSED AND APPROVED by the Mayor and City Council of the City of Peoria,  
Arizona this 24<sup>TH</sup> day of May, 2005.

  
\_\_\_\_\_  
John C. Keegan, Mayor

ATTEST:

  
\_\_\_\_\_  
Mary Jo Kief, City Clerk



APPROVED AS TO FORM:

  
\_\_\_\_\_  
Stephen M. Kemp, City Attorney



OFFICE OF THE ATTORNEY GENERAL  
STATE OF ARIZONA

TERRY GODDARD  
ATTORNEY GENERAL

CIVIL DIVISION  
TRANSPORTATION SECTION  
WRITER'S DIRECT LINE 602.542.8855

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR03-0657TRN (**JPA 03-027, Amendment One**), an Agreement between public agencies, i.e., *The State of Arizona* and *The City of Peoria*, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: June 13, 2005

TERRY GODDARD  
Attorney General

A handwritten signature in cursive script, reading "Susan E. Davis".

Susan E. Davis  
Assistant Attorney General  
Transportation Section

SED:mjf  
Attachment  
909052



AG Contract No KR03-0657TRN  
ADOT ECS File No JPA 03-027  
Project No : ~~PEA-060-B(11)A~~ CM\*060-B(001)A  
Item No: 75201  
TRACS No : 060 MA 150 H5900 01C  
Section: US 60 – 83<sup>rd</sup> Ave to Peoria Ave

# INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF PEORIA

THIS AGREEMENT is entered into 9<sup>th</sup> October, 2003, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and THE CITY OF PEORIA acting by and through its MAYOR and CITY COUNCIL (the "City")

## I. RECITALS

1 The State is empowered by Arizona Revised Statutes Section 28-401 and 28-334 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State

2 The City is empowered by Arizona Revised Statutes Section 9-276 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City

3 Congress has authorized appropriations for, but not limited to, the construction of streets and primary, feeder and farm-to-market roads; the replacement of bridges; the elimination of roadside obstacles; and the application of pavement markings

4 Such project within the boundary of the City has been selected by the City; the field survey of the project has been completed; and the plans, estimates and specifications have been prepared and, as required, submitted to the Federal Highway Administration (FHWA) for its approval

5 The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the City by reason of federal law and regulations under which funds for the project are authorized to be expended

NO. 26373  
Filed with the Secretary of State  
Date Filed: 10/09/03

James K. Brewer  
Secretary of State

By: Timothy D. Greenwald

6 The City, in order to obtain federal funds for the construction of the project, is willing to provide City funds to match federal funds in the ratio required or as finally fixed and determined by the City and FHWA, including actual construction engineering and administration costs (CE)

7 The work embraced in this agreement is the construction of improvements and enhancements in certain areas on Hwy 60 (Grand Ave) from milepost 150.5 to milepost 150.7, a net distance of approximately 0.2 miles. The work includes the removal of existing pavements and sidewalks, construction of new decorative sidewalks and fencing, crosswalks and pedestrian refuge areas, relocation of signs and traffic signals, pavement markings, bus shelter, and lighting and landscaping/irrigation improvements. The estimated costs are as follows:

FHWA Transportation Enhancement funds @ 94.3%	\$ 449,133.00
City TEA Matching Funds @ 5.7%	\$ 27,148.00
FHWA CMAQ funds @ 94.3%	\$ 714,123.00
City CMAQ Matching Funds @ 5.7%	\$ 43,166.00
Estimated City Funds @ 100%	\$ <u>13,885.00</u>
Estimated Total Project Costs	\$ 1,247,455.00
Total Federal Funds (Capped)	\$ 1,163,256.00
Estimated City Funds	\$ <u>84,199.00</u>
Estimated Total Project Costs	\$ 1,247,455.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

## II. SCOPE OF WORK

1 The State shall submit a program containing the aforementioned project to FHWA with the recommendation that it be approved for construction.

a If such project is approved for construction by FHWA and the funds are available for construction, the City will and does hereby designate the State as authorized agent for the City. The State hereby agrees to be authorized agent for the City, and with the aid and consent of the City and the FHWA will proceed to advertise for, receive and open bids, and subject to the concurrence of the City and the FHWA, enter into a contract with a firm on behalf of the City to whom the award is made for the construction of the project, such project to be performed, completed, accepted and paid for in accordance with the instructions and requirements of the City and the Standard Specifications for Road and Bridge Construction of the Arizona Department of Transportation. The State will enter into a Project Agreement with FHWA on behalf of the City covering the work embraced in said construction contract and will request the maximum federal funds available, including construction engineering and administration costs. Should bids exceed available funds and contingency, it is understood and agreed that the City will have the following options:

- Elect to provide additional funding to cover the overage
- Request that all bids be rejected and the project be cancelled
- Reject all bids, reduce the project's scope at its expense, and re-advertise
- Negotiate with the apparent successful bidder to achieve a scope that is in line with the amount of available funds

b Should unforeseen conditions or circumstances occur during construction that would increase the cost of said work, requiring a change order or change in the extent or scope of the work called for in this agreement, it is understood and agreed that the City may elect to either provide additional funding to cover the overage or reduce the project's scope by change order, at its expense.

2 Upon execution of this agreement, the City shall deposit funds with the State in the amount determined to be necessary to match federal funds in the ratio required. The parties hereto agree and

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acknowledge to the following conditions: 1) The amounts referenced in this agreement are subject to change, 2) The estimated amounts can change substantially, and, 3) The parties will perform their responsibilities consistent with the agreement

3 The City shall acquire the necessary rights-of-way and hereby certifies that all necessary rights-of-way have been or will be acquired prior to advertisement for bid

4 The City, at its expense, will execute all required agreements with the Burlington Northern Santa Fe Railroad (BNSF) and private property owners to permit construction of the improvements by the State that occur within the BNSF right-of-way and on private properties

5 The City shall remove from the proposed rights-of-way all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the roadway, and hereby certifies that all obstructions and encroachments have been or will be removed there from, prior to the start of construction

6 The City shall not permit or allow any encroachments, except those authorized by permit, upon, or private use of, the rights-of-way. In case of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use

7 Upon completion of construction, the City shall provide for project maintenance, at its own costs and as an annual item in its budget, including but not limited to: traffic signals, signs, islands curbs and markings necessary for the purpose of regulating, warning and guiding traffic, all in accordance with the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways

a Shall furnish all water for landscape installation during the construction phase, a point of connection (POC) for the irrigation system, and all water thereafter necessary to properly maintain the landscape, all at City expense

b Upon completion of construction, shall provide for, at its own cost and as an annual item in its budget for perpetual and proper maintenance and repair of all paving, lighting, and landscaping improvements, as required to maintain the safety and visual quality as the project was designed, and established at the completion of the project, to include, but not limited to:

- maintenance of decorative pavements
- maintenance of bus shelter and fencing
- maintaining healthy landscaping
- pruning to provide safe clearance for vehicular and pedestrian traffic
- operation and cost of irrigation
- operation and cost of lighting
- removal and treatment of weeds
- safe access to pedestrian facilities

c Provide for, at its own costs and as an annual item in its budget, proper maintenance of the Project, including all of the Project components

d At the conclusion of the contractor maintenance and warranty period, referred to in the construction contract as Landscaping Establishment, maintain the landscaping including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system

e Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices. This includes keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases

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and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and established at the completion of the Project (Use only when landscaping is involved)

f Not make any changes, additions or deletions without written approval of the State under condition that such approval shall not be reasonably denied. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

### III. MISCELLANEOUS PROVISIONS

1 The State assumes no financial obligation or liability under this agreement. The City assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing the federal aid for said project and in maintaining its stewardship responsibilities of the ADOT-FHWA Operating Partnership. Any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the City and that the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the City, any of its agents, officers and employees, or any of its independent contractors except to the extent that any loss, damage, expense, and liability, is attributable to the negligent or willful misconduct of the State, its officers and employees. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation or attorneys' fees.

2 The cost of the design, construction and construction engineering work covered by this agreement is to be borne by FHWA and City, each in the proportion prescribed or as fixed and determined by the FHWA as stipulated in this agreement. Therefore, City agrees to furnish and provide the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3 Non-Discrimination. The contractor shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans With Disabilities Act. The contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation or disability.

4 Non-Availability of Funds. Every payment obligation of ADOT and City under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by ADOT and City at the end of the period for which the funds are available. No liability shall accrue to ADOT and City in the event this provision is exercised, and ADOT and City shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

5 This agreement shall remain in force and effect until completion of the work; provided, however, that any provisions in this agreement for maintenance shall be perpetual, unless assumed by another entity.

6 This agreement shall become effective upon filing with the Secretary of State.

7 This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

8 The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

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9 In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518

10 All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows.

Arizona Department of Transportation  
Joint Project Administration  
205 South 17th Avenue, Mail Drop 616E  
Phoenix, AZ 85007  
FAX (602-712-7424

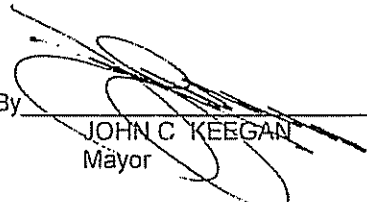
City of Peoria  
City Manager  
Peoria Municipal Complex  
8401 West Monroe Street  
Peoria, AZ 85345

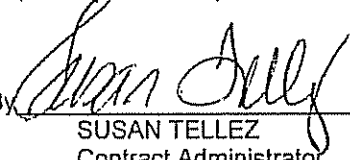
11 Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written

CITY OF PEORIA

STATE OF ARIZONA  
Department of Transportation

By   
JOHN C. KEEGAN  
Mayor

By   
SUSAN TELLEZ  
Contract Administrator

ATTEST  
  
By   
JANICE L. GRAZIANO  
City Clerk

G:03-027-Peoria-83<sup>rd</sup> Ave/Peoria-TEA  
7-Aug-03-JW

APPROVED AS TO FORM:

By   
Stephen W. Kemp, City Attorney

L CON 08303



## City of Peoria

8401 West Monroe Street, Peoria, Arizona 85345

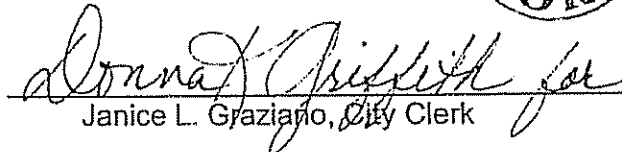
### CERTIFICATE OF RECORDING OFFICER

STATE OF ARIZONA     )  
                                  ) ss.  
COUNTY OF MARICOPA )

I, the undersigned, Janice L. Graziano, being the duly appointed, qualified and acting City Clerk of Peoria, Maricopa County, Arizona, do hereby certify that the attached document, Resolution No. 03-118, passed and adopted by the Mayor and Council at the regular meeting of September 2, 2003, is a true and correct copy of the original Resolution No. 03-118 on file and of record.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said City of Peoria this 12<sup>th</sup> day of September 2003.



  
Janice L. Graziano, City Clerk

RESOLUTION NO. 03-118

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, ARIZONA, ADOPTING A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR ACQUISITION OF FEDERAL FUNDS FOR CONSTRUCTION OF THE PEORIA PEDESTRIAN AND SAFETY IMPROVEMENTS ALONG GRAND AVENUE FROM 83<sup>RD</sup> AVENUE TO PEORIA AVENUE.

WHEREAS, the City of Peoria Mayor and City Council are authorized by Title 9, Chapter 2, Article 4, Section 9-276 (1) to lay out and establish or otherwise improve streets, alleys, avenues, sidewalks, etc. and by Title 11, Chapter 7, Section 11-951 *et seq.* to enter into intergovernmental agreements with other governing bodies for services or joint exercise of powers; and

WHEREAS, the City desires to enter into an intergovernmental agreement with the State of Arizona for the acquisition of federal funds for the use and benefit of the City for construction of the Peoria Pedestrian and Safety Improvements along Grand Avenue from 83<sup>rd</sup> Avenue to Peoria Avenue; and

WHEREAS, the City is willing in order to obtain such federal funds for the construction of the Peoria Pedestrian and Safety Improvements to provide City matching funds; and

WHEREAS, by the City entering into the intergovernmental agreement with the State of Arizona the public interest will best be served.

THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Peoria, Arizona approves and adopts this Resolution to enter into an intergovernmental agreement with the State of Arizona for the acquisition of federal funds for construction of the Peoria Pedestrian and Safety Improvements along Grand Avenue from 83<sup>rd</sup> Avenue to Peoria Avenue.

Resolution No. 03-118  
Peoria Pedestrian Project  
September 2, 2003  
Page 2 of 2 Pages


PASSED AND APPROVED by the Mayor and City Council of the City of Peoria,  
Arizona this 2<sup>nd</sup> day of September, 2003.



  
Janice L. Graziano, City Clerk

  
John C. Keegan, Mayor

APPROVED AS TO FORM:

  
Stephen M. Kemp, City Attorney





TERRY GODDARD  
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL  
STATE OF ARIZONA

CIVIL DIVISION  
TRANSPORTATION SECTION  
WRITER'S DIRECT LINE 602.542.8855

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR03-0657TRN (JPA 03-027), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED October 2, 2003.

TERRY GODDARD  
Attorney General

A handwritten signature in cursive script, reading "Susan Davis", written over a horizontal line.

SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

/ss

att.